



**Registration of a Charge**

Company Name: **ENSCO 1322 LIMITED**

Company Number: **11733232**



Received for filing in Electronic Format on the: **02/05/2023**

XC2PMHNT

**Details of Charge**

Date of creation: **28/04/2023**

Charge code: **1173 3232 0003**

Persons entitled: **HSBC UK BANK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **OSBORNE CLARKE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 11733232

Charge code: 1173 3232 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2023 and created by ENSCO 1322 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2023 .

Given at Companies House, Cardiff on 3rd May 2023

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Execution version

Dated this 02 May 2023

Signed *Osborne Clarke LLP*

Osborne Clarke LLP  
One London Wall  
London  
EC2Y 5EB

## Supplemental Debenture

- (1) **ENSCO 1322 LIMITED** and certain of its subsidiaries
- (2) **HSBC UK BANK PLC** as Security Agent

Dated 28 April 2023

**Osborne Clarke LLP**

**This Supplemental Debenture** is made on 28 April 2023

**Between:**

- (1) **Each person** listed in Schedule 1 (the "**Chargors**"); and
- (2) **HSBC UK Bank plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

**Background**

- (A) Pursuant to the Original Debenture (as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Original Facilities Agreement (as defined below) and the other Finance Documents (as defined in the Original Facilities Agreement).
- (B) The Chargors and the Security Agent have agreed to make certain amendments to the Original Facilities Agreement on or about the date of this Supplemental Debenture (as more fully set out in the Amended Facilities Agreement) and have agreed to enter into this Supplemental Debenture as a condition to the entry into of an amendment and restatement agreement to the Original Facilities Agreement on or about the date hereof.
- (C) This Supplemental Debenture is supplemental to the Original Debenture (as defined below).

**This Deed** witnesses as follows:

**1 Definitions and interpretation**

**1.1 Definitions**

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

**"Amended Facilities Agreement"** means the Original Facilities Agreement, as amended and restated by the amendment and restatement agreement entered into on or about the date of this Supplemental Debenture between, amongst others, (1) HSBC UK Bank plc (in its capacities as agent, security agent, arranger and original lender) and (2) the Chargors, as the same may be further amended, novated, supplemented, extended or restated from time to time.

**"Finance Documents"** has the meaning given to such term in the Amended Facilities Agreement.

**"Original Debenture"** means the debenture between amongst others (1) the Chargors and (2) the Security Agent dated 29 November 2019.

**"Original Facilities Agreement"** means the facilities agreement originally dated 29 November 2019 between, amongst others, (1) HSBC UK Bank plc (in its capacities as agent, security agent, arranger and original lender) and (2) the Chargors, as previously amended and/or amended and restated from time to time.

**"Secured Liabilities"** means all present and future liabilities and obligations at any time due, owing or incurred by each Chargor to any Secured Party under any Finance Document (including, without limitation, under the Amended Facilities Agreement), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

**1.2 Construction**

- (a) Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Amended Facilities Agreement apply to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to "**this Agreement**" being deemed to be a reference to "**this Supplemental Debenture**", subject to any necessary changes.
- (b) Any references to the Security Agent or any Receiver shall include its Delegate.
- (c) Unless a contrary indication appears, references to clauses and schedules are to clauses and schedules to this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

### 1.3 **Law of Property (Miscellaneous Provisions) Act 1989**

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

### 1.4 **Implied covenants for title**

The obligations of each Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

### 1.5 **Effect as a deed**

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

### 1.6 **Trusts**

- (a) The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 18 (*The Security Agent*) of the Intercreditor Agreement.
- (b) The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

### 1.7 **Original Security**

- (a) Subject to clause 1.7(b), where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Debenture and the same asset is expressed to be assigned again under this Supplemental Debenture, that second assignment will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the relevant Security created by the Original Debenture ceases to have effect at a time when this Supplemental Debenture still has effect.
- (b) Where this Supplemental Debenture purports to create a first fixed Security over an asset which is already subject to Security under the Original Debenture, then the Security created by this Supplemental Debenture will be second ranking subject to the equivalent Security created by the Original Debenture until such time as the Security created by the Original Debenture ceases to have effect.

## 2. **Security Assets**

2.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture and with full title guarantee, each Chargor, as security for the payment of the Secured Liabilities:

- (a) charges in favour of the Security Agent by way of first legal mortgage, each Property from time to time owned by it or in which it has an interest;
- (b) charges in favour of the Security Agent by way of first fixed charge the following assets, from time to time owned by it or in which it has an interest:
  - (i) all Property not effectively mortgaged under sub-clause 2.1(a);
  - (ii) all fixed and permanent Plant and Machinery;
  - (iii) all Plant and Machinery not effectively charged under sub-clause 2.1(b)(ii);
  - (iv) all Shares;
  - (v) all Debts;
  - (vi) all Blocked Accounts;
  - (vii) all Other Accounts;
  - (viii) all Investments;
  - (ix) all Intellectual Property Rights;
  - (x) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
  - (xi) any Charged Agreement;
  - (xii) its goodwill and uncalled capital; and
  - (xiii) if not effectively assigned by way of security pursuant to sub-clause 2.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 2.1(c).
- (c) assigns to the Security Agent, by way of security, with full title guarantee, all its rights, title and interest in:
  - (i) the Insurances and the Insurance Proceeds;
  - (ii) each Keyman Policy;
  - (iii) each Assigned Contract;
  - (iv) any Hedging Agreement; and
  - (v) all Related Rights in respect of each of the above.

2.2 As further security for the payment of the Secured Liabilities, each Chargor charges with full title guarantee in favour of the Security Agent by way of first floating charge its undertaking and all its present and future assets other than those assets which are effectively charged by way of fixed charge or legal mortgage under sub-clause 2.1(a) or (b) (*Security Assets*) or which are effectively assigned by way of security under sub-clause 2.1(c) (*Security Assets*).

2.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

2.4 Clauses 3.4 (*Conversion of floating charge by notice*) to 3.6 (*Small company moratorium*) (inclusive) of the Original Debenture shall apply to the floating charge created by clause 2.2 of this Supplemental Debenture.

### 3. **Incorporation**

3.1 The provisions of clause 2 (*Covenant to Pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "**this Deed**" or "**the Security created by this Deed**" and expressions of similar import in the Original Debenture are to be construed as references to "**this Supplemental Debenture**" or to "**the Security created by this Supplemental Debenture**" (as applicable).

3.2 Without prejudice to the generality of clause 4.1 (*Continuing security*) of the Original Debenture, each Chargor expressly confirms that it intends that the Security constituted by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Secured Liabilities as a result of the amendment and/or restatement of the Amended Facilities Agreement and/or any of the other Finance Documents and/or any additional facility or amount which is made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

### 4. **Continuation**

4.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.

4.2 Each of the Chargors agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.

4.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.

4.4 This Supplemental Debenture is a Transaction Security Document and a Finance Document.

### 5. **Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.

### 6. **Jurisdiction**

6.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").

6.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

Execution version

- 6.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**In witness this Supplemental Debenture** is executed on the date appearing at the head of page 1.



**Schedule 1**  
**Chargors**

<b>Name of Chargor</b>	<b>Original Jurisdiction</b>	<b>Registration number (or equivalent, if any) Original Jurisdiction</b>
ENSCO 1322 Limited	England and Wales	11733232
Amberjack Global Limited	England and Wales	03907607

**Schedule 2**  
**Security Assets**

**Part 1**  
**The Property**

*Intentionally blank as at the date of this Deed*

**Part 2**  
**Assigned Contracts**

*Intentionally blank as at the date of this Deed*

## Signatories to Supplemental Debenture

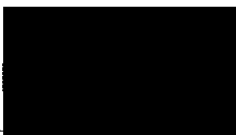
### Chargors

**Executed** as a **deed** by


**ENSCO 1322 LIMITED**

acting by a director

in the presence of:

\_\_\_\_\_ 

Director

*Signature of witness:* 

*Name:* Deborah Speed

*Address:* 

*Occupation:* Housewife

**Executed** as a **deed** by

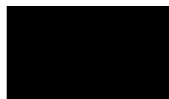
**AMBERJACK GLOBAL LIMITED**

acting by a director

in the presence of:

\_\_\_\_\_ 

Director

*Signature of witness:* 

*Name:* Deborah Speed

*Address:* 

*Occupation:* Housewife

**Security Agent**

**Signed** by \_\_\_\_\_  
authorised signatory  
for and on behalf of  
**HSBC UK Bank plc**

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